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24 UNITED STATES DISTRICT COURT

25 EASTERN DISTRICT OF CALIFORNIA

26 ASHLEIGH ANGELO, et al.,

27 Case No. 1:21-cv-01609-JLT-BAK (SKO)

28 Plaintiffs,

STIPULATED PROTECTIVE ORDER

v.

(Doc. 29)

THOMSON INTERNATIONAL
INCORPORATED, et al.,

Judge: Sheila K. Oberto
(Temporary) U.S. MAGISTRATE JUDGE

Defendants.

Date Action Filed: November 4, 2021

Jury Trial: May 23, 2023

26 IT IS HEREBY STIPULATED AND AGREED by and between the Parties executing this
27 stipulation, by and through their respective counsel of record, that in order to facilitate the
28 exchange of information and documents which may be subject to confidentiality limitations on

1 disclosure due to federal laws, state laws, and privacy rights, the Parties stipulate as follows
2 pursuant to Local Rule 141.1(c), and related statutes and case law:

3 1. **DESCRIPTION OF TYPES OF INFORMATION ELIGIBLE FOR**

4 **PROTECTION:** The types of information eligible for protection under this stipulation and order
5 are any document, testimony, or information that contains confidential, personal, business,
6 financial, trade secret, or other proprietary or competitively-sensitive information that if used for
7 purposes other than this litigation could cause harm or undue prejudice to any person or entity,
8 such as customer list, standard operating procedures, food safety policies and plans, Hazard
9 Analysis Critical Control Point, lab tests, lab reports, audit reports, safety and sanitation
10 certificates, invoices, bills of lading, purchase orders, sales orders, sales and distribution
11 information, and production records, employment records, work logs, organization charts, board
12 meeting minutes and training documents, insurance policies, communications and investigations
13 regarding recall of Thomson products in 2020.

14 2. **PARTICULARIZED NEED FOR PROTECTION OF EACH CATEGORY**

15 **OF INFORMATION PROPOSED TO BE COVERED BY THE ORDER:**

16 2.a. Customer list is trade secret, and confidential business and financial information.

17 2.b. Standard operating procedures, food safety policies and plans, Hazard Analysis
18 Critical Control Point are confidential business information.

19 2.c. Lab tests, lab reports, audit reports, safety and sanitation certificates are confidential
20 business information.

21 2.d. Invoices, bills of lading, purchase orders, sales orders, sales and distribution
22 information, and production records are confidential business and financial information.

23 2.e. Employment records, work logs, organization charts, board meeting minutes and
24 training documents are confidential personal and business information.

25 2.f. Insurance policies are confidential business information.

26 2.g. Communications and investigations regarding recall of Thomson products in 2020 are
27 confidential business and financial information.

28 3. **NECESSITY FOR A COURT ORDER:** Private agreement between the parties

1 is insufficient to enforce the protection of the above-mentioned documents. The protection of the
2 above-mentioned documents can only be addressed by a court order.

3 4. **SCOPE:** This Order governs the handling of all documents, testimony and
4 information produced, given or filed herein by any party and designated as "CONFIDENTIAL."
5 A party designating such documents, testimony or information as "CONFIDENTIAL" is herein
6 referred to as a DESIGNATING PARTY. This Order applies to any documents previously
7 produced to the parties or counsel.

8 5. **CONFIDENTIAL INFORMATION:** CONFIDENTIAL INFORMATION refers
9 to information (regardless of how it is generated, stored or maintained) or tangible things that
10 qualify for protection under Federal Rule of Civil Procedure 26(c) and as described in Section 1.
11 A DESIGNATING PARTY may designate as "CONFIDENTIAL" any document, testimony, or
12 information the DESIGNATING PARTY believes in good faith to contain confidential, personal,
13 business, financial, trade secret, or other proprietary information, by conspicuously writing, typing,
14 or stamping on the face of such document, answer or transcript the word "CONFIDENTIAL" or
15 by otherwise notifying all counsel in writing, and, in the case of deposition transcripts and exhibits,
16 also the court reporter. Any documents, testimony, or information designated as
17 "CONFIDENTIAL" by a DESIGNATING PARTY is herein referred to as CONFIDENTIAL
18 INFORMATION.

19 6. **CHALLENGES:**

20 6.1 Should any party object to the designation of a document, testimony or information
21 as "CONFIDENTIAL," such party may apply to the Court, after giving the DESIGNATING
22 PARTY reasonable notice thereof and making good faith efforts to resolve the dispute informally,
23 for a ruling that the CONFIDENTIAL INFORMATION shall not be so treated. Until this Court
24 enters an Order, if any, changing the designation of the CONFIDENTIAL INFORMATION, such
25 CONFIDENTIAL INFORMATION shall be treated by all parties in accordance with this Order.

26 6.2 Except upon further Order of this Court, CONFIDENTIAL INFORMATION shall
27 be disclosed only to the Court, counsel of record for the parties, including in-house counsel and
28 co-counsel retained for this litigation (and their administrative staffs on a "need to know" basis),

1 individual parties, class representatives, any officer or employee of a party, to the extent deemed
2 necessary by counsel for the prosecution or defense of this litigation, and consulting or testifying
3 experts retained by the parties retained for the prosecution or defense of this litigation, any authors
4 or recipients of the CONFIDENTIAL INFORMATION, the Court, Court personnel, and court
5 reporters, and witnesses (the "PERMITTED RECIPIENTS"). No person receiving
6 CONFIDENTIAL INFORMATION shall disclose them or their contents to any person other than
7 the PERMITTED RECIPIENTS.

8 6.3 Consultants or expert witnesses retained for the prosecution or defense of this
9 litigation shall execute a copy of the Certification annexed to this Order as Exhibit "A" before
10 being shown or given any CONFIDENTIAL INFORMATION.

11 6.4 Witnesses (other than any authors or recipients of the CONFIDENTIAL
12 INFORMATION) shall sign the Certification before being shown a confidential document.

13 7. **USE:**

14 7.1 All CONFIDENTIAL INFORMATION shall be used solely for the preparation
15 for and use at the trial of this action and shall not be used or disclosed by any receiving person
16 for any other purpose, including any commercial or business purpose.

17 7.2 Counsel of record in this litigation receiving CONFIDENTIAL INFORMATION
18 shall be allowed to disclose them or their contents to any other person only upon order of the
19 Court or upon receipt of written permission from opposing counsel granting such disclosure.

20 7.3 Counsel may permit expert(s) hired by any party in anticipation of litigation to
21 review CONFIDENTIAL INFORMATION, but counsel must first obtain from each expert a
22 written statement confirming the expert's agreement to comply with every element of this
23 Protective Order. Said expert shall agree that the CONFIDENTIAL INFORMATION shall not
24 be disclosed to any other person, said documents shall not be photocopied or reproduced by any
25 other means, and said documents shall be destroyed after conclusion of this action.

26 8. **CLAW-BACK:**

27 8.1 The inadvertent production by any of the undersigned Parties or non-Parties to
28 this action of any document, testimony, or information during discovery in this action without a

1 "CONFIDENTIAL" designation, shall be without prejudice to any claim that such item is
2 "CONFIDENTIAL" and such Party shall not be held to have waived any rights by such
3 inadvertent production.

4 8.2 In the event that any document, testimony or information that is subject to a
5 "CONFIDENTIAL" designation is inadvertently produced without such designation, the Party
6 that inadvertently produced the document shall give written notice of such inadvertent
7 production within twenty (30) days of discovery of the inadvertent production, together with a
8 further copy of the subject document, testimony or information designated as
9 "CONFIDENTIAL" (the "INADVERTENT PRODUCTION NOTICE"). Upon receipt of such
10 INADVERTENT PRODUCTION NOTICE, the Party that received the inadvertently produced
11 document, testimony, or information shall promptly destroy the inadvertently produced
12 document, testimony, or information and all copies thereof, or, at the expense of the producing
13 Party, return such together with all copies of such document, testimony, or information to
14 counsel for the producing Party and shall retain only the designated CONFIDENTIAL
15 MATERIAL.

16 8.3 This provision is not intended to apply to any inadvertent production of any
17 Information protected by attorney-client or work product privileges. In the event that this
18 provision conflicts with any applicable law regarding waiver of confidentiality through the
19 inadvertent production of documents, testimony, or information, such law shall govern.

20 9. **NON-WAIVER:**

21 9.1 Notwithstanding the foregoing provisions, this Order shall be without prejudice to
22 the right of any party to challenge the propriety of discovery on any grounds including, but not
23 limited to, relevance, privilege, and materiality.

24 9.2 Notwithstanding the foregoing provision, this Order shall not restrict in any
25 manner the right of any party to offer or use as evidence at the trial of this action any
26 CONFIDENTIAL INFORMATION, and nothing contained herein shall be construed as a waiver
27 of any objection which might be raised as to the admissibility at trial of any evidentiary material.
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1 10. **FILING:**

2 10.1 If CONFIDENTIAL INFORMATION needs to be filed in this litigation, the
3 filing party shall provide notice to the designating party five (5) business days prior to filing of
4 their intent to file said documents. Thereafter, within five (5) business days of receiving the
5 request, the designating party shall either 1. indicate filing party may file the documents openly
6 or 2. file contemporaneously with filing party a Motion to Seal justifying the sealing of the
7 documents under federal law. If designating party fails to timely respond to requests from filing
8 party to file a Motion to Seal, filing party may openly file the documents on the record. Nothing
9 prohibits designating party from thereafter filing a Motion to Compel seeking to remove those
10 documents from the record and file them under seal. In the event filing party is unable to notify
11 designating party prior to filing any CONFIDENTIAL INFORMATION because of time
12 limitations or other justifiable reason, filing party is obligated to file a Motion to Seal in the first
13 instance.

14 11. **RETURN:** All CONFIDENTIAL INFORMATION, and all copies of
15 CONFIDENTIAL INFORMATION, shall be returned to counsel for the DESIGNATING
16 PARTY, or destroyed, within thirty (30) days of the conclusion of this action, whether by
17 dismissal, settlement, or entry of judgment. All CONFIDENTIAL INFORMATION so returned
18 shall be accompanied by an affidavit of the returning counsel attesting to the fact that no copies
19 have been retained and that any and all copies known to them have been destroyed.

20 12. **MISCELLANEOUS:**

21 12.1 This Order may be modified by further order of this Court or by agreement of
22 counsel for the parties, subject to the approval of the Court, provided that any such agreement be
23 memorialized in the form of a stipulation that shall be filed with the Clerk and made a part of the
24 record in the case.

25 12.2 If any person subject to this Order who has custody of any CONFIDENTIAL
26 INFORMATION receives a subpoena or other process from any government or other person or
27 entity demanding production of CONFIDENTIAL INFORMATION, the recipient of the
28 subpoena shall promptly give notice of the same by electronic mail transmission, followed by

either express mail or overnight delivery to counsel of record for the DESIGNATING PARTY, and shall furnish such counsel with a copy of the subpoena. Upon receipt of this notice, the DESIGNATING PARTY may, in its sole discretion and at its own cost, move to quash or limit the subpoena, otherwise oppose production of the CONFIDENTIAL INFORMATION, and/or seek to obtain confidential treatment of such CONFIDENTIAL INFORMATION from the subpoenaing person or entity to the fullest extent available under law. The recipient of the subpoena may not produce any CONFIDENTIAL INFORMATION pursuant to the subpoena prior to the date specified for production on the subpoena.

9 12.3 The Parties may designate any documents produced by third parties, whether in
10 response to a subpoena or other request, as CONFIDENTIAL by providing written notice to the
11 opposing Party within ten (10) business days of receipt of said documents.

12 12.4 This Order shall continue to be binding after the conclusion of this action and all
13 subsequent proceedings arising from this action, except that a Party may seek the written
14 permission of the DESIGNATING PARTY or may move the Court for relief from the provisions
15 of this Order. To the extent permitted by law, the Court shall retain jurisdiction to enforce,
16 modify, or reconsider this Order, even after the action is terminated.

17 12.5 After this Order has been signed by counsel for all Parties, it shall be presented to
18 the Court for entry. Counsel agree to be bound by the terms set forth herein with regard to any
19 CONFIDENTIAL INFORMATION that has been produced before the Court signs this Order.

IT IS SO STIPULATED.

GRUBER LAW GROUP

22 | Dated: June 22, 2022

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27 | Dated: June 22, 2022

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8 Dated: June 22, 2022
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EXHIBIT “A”

CERTIFICATION

I hereby certify my understanding that Confidential Information is being provided to me pursuant to the terms and restrictions of the Protective Order dated _____, 2022 in *Ashleigh Angelo, et al. v. Thomson International, Incorporated*, Case No. 1:21-cv-01609-JLT-BAK. I have been given a copy of that Order and read it. I agree to be bound by the Order. I will not reveal the Confidential Information to anyone, except as allowed by the Order. I will maintain all such Confidential Information – including copies, notes, or other transcriptions made therefrom – in a secure manner to prevent unauthorized access to it. No later than thirty (30) days after the conclusion of this action, I will return the Confidential Information – including copies, notes or other transcriptions made therefrom – to the counsel who provided me with the Confidential Information. I hereby consent to the jurisdiction of the United States District Court for the Eastern District of California for the purpose of enforcing the Protective Order.

14 Dated: _____

Name _____

ORDER

IT IS SO ORDERED.

Dated: June 24, 2022

/s/ Sheila K. Oberto

UNITED STATES MAGISTRATE JUDGE